

A.G. Contract No.: KR89-0895-TRD
ECS File: IGA-89-05
Project No: ACI-ACIR-10-3(243)
TRACS No: 10 MA 149 H0108 04C
Section: Buckeye Road to
32nd St.

INTERGOVERNMENTAL AGREEMENT

53460

BETWEEN
THE STATE OF ARIZONA
AND
CITY OF PHOENIX

THIS AGREEMENT is entered into September 6, 1989,
pursuant to Arizona Revised Statutes Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION,
(the "State") and the CITY OF PHOENIX, acting by and through
its City Council, (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The City is empowered by Arizona Revised Statutes
Section 48-572 and City Charter Chapter 2, Section 2 to enter
into this agreement and has by resolution, a copy of which is
attached hereto and made a part hereof, resolved to enter into
this agreement and has authorized the undersigned to execute
this agreement on behalf of the City.

* 3. It is to the mutual advantage of the State and the
City to landscape certain areas within the right of way on
Interstate Route 10 and Interstate Route 17 at the following
locations:

NO. <u>14183</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>9-6-89</u>
<u>Jim Sheenway</u> Secretary of State
By <u>B. J. Vermillion</u>

- o Within the right of way on I-10, from median centerline station 7840+27.12 at Buckeye Road to median centerline station 7975+00 at 32nd Street; and within the right of way on I-17, from median centerline 187+48.62 at 16th Street to median centerline station 235+00 at Interstate Route 10, a net distance of 2.86 miles as shown on the Landscape Maintenance Exhibit.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

State will:

1. Prepare plans for the landscape project. Upon review and concurrence by the City, the State will submit the plans to the Federal Highway Administration for approval.

2. Upon approvals, construct the landscape project using State and Federal funds apportioned to the State.

3. Maintain the landscaping and irrigation system generally within the areas of right of way under access control, furnishing all labor, materials (excluding water) and electrical power to maintain the same. The areas outlining maintenance responsibilities are shown in the Landscape Maintenance Exhibit, attached hereto and made a part hereof. Maintenance shall include the care of all landscaping in accordance with accepted horticultural practices, and shall also include but not be limited to keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, testing, adjusting, repairing and operation of the irrigation system and the repair of all erosion to maintain the final grade established at the completion of the project. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic in accordance with the requirements of the State's Traffic Control Manual for Highway Construction and Maintenance.

City will:

1. Furnish and install necessary water services for the irrigation systems from water mains to the designated locations within the right of way of the project, at the State's expense.

2. Furnish all water to the irrigation system for plantings during the construction contract landscape installation phase and landscape establishment period, and all water hereafter necessary to properly maintain the landscape within all areas of the project, at the City's expense.

3. Maintain the landscaping and irrigation system generally in right of way areas outside the access control and furnish all labor, materials and electrical power necessary to maintain the same. The areas outlining maintenance responsibilities are shown in the Landscape Maintenance Exhibit, attached hereto and made a part hereof. Maintenance shall include the care of all landscaping in accordance with accepted horticultural practices, and shall also include but not be limited to keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, testing, adjusting, repairing and operation of the irrigation system and the repair of all erosion to maintain the final grade established at the completion of the project. Any changes, additions or deletions to the landscaping must have written approval by the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic in accordance with the requirements of the State's Traffic Control Manual for Highway Construction and Maintenance.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for a period of five (5) years from the effective date, unless terminated earlier by mutual consent of the parties hereto or unless this agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to

the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon the giving of 60 days written notice. It is understood and agreed that, in the event this agreement is terminated by the City, the State shall in no way be obligated to maintain City's portion of the landscaping.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518(B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

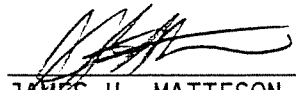
Arizona Department of Transportation
Engineering Consultants Services
205 South 17 Avenue, Room 118E
Phoenix, AZ 85007

City of Phoenix
City Manager
251 West Washington
Phoenix, Arizona 85003

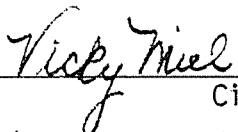
7. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF PHOENIX, a municipal
corporation
MARVIN A. ANDREWS,
City Manager

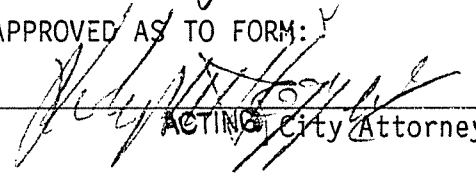
By 
JAMES H. MATTESON, P.E.
Street Transportation
Director

ATTEST:



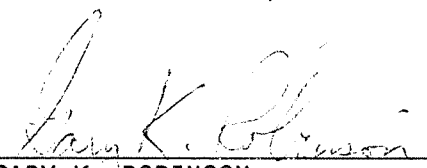
City Clerk

APPROVED AS TO FORM: ☒



ACTING City Attorney

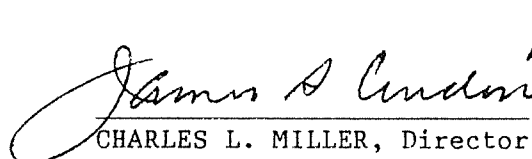
STATE OF ARIZONA
Department of Transportation

By 
GARY K. ROBINSON
Chief Deputy State Engineer

RESOLUTION

BE IT RESOLVED on this 7th day of March 1989, that I, CHARLES L. MILLER, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Phoenix for the purpose of landscape maintenance (I-10, Buckeye Road - 32nd Street).

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Chief Deputy State Engineer.


CHARLES L. MILLER, Director
Arizona Department of
Transportation

Rep. Miller for

RESOLUTION NO. 17527

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A FREEWAY LANDSCAPING MAINTENANCE AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION; PROVIDING FOR THE PAYMENT THEREOF.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PHOENIX
as follows:

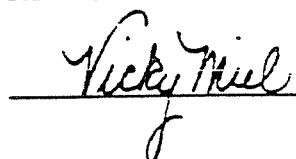
SECTION 1. That the City Manager be and is hereby authorized to enter into a Freeway Landscaping Maintenance Agreement with Arizona Department of Transportation (ADOT) for purposes of providing water for landscaping areas on Interstate 10 in areas more specifically described.

SECTION 2. Further authorizing the City auditor to disburse funds as necessary for purposes of these Agreements.


PASSED by the Council of the City of Phoenix
this 19 day of July, 1989.


MAYOR

ATTEST:

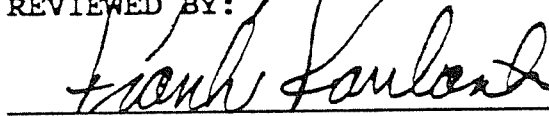

City Clerk

APPROVED AS TO FORM:



ACTING
City Attorney

REVIEWED BY:



City Manager

INTERGOVERNMENTAL AGREEMENT

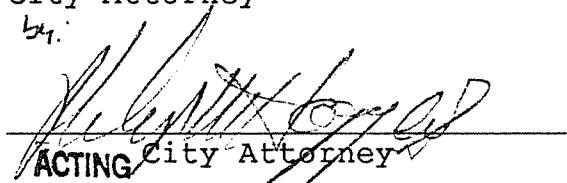
DETERMINATION

AGREEMENT NO. _____, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those Parties to the Agreement represented by the City Attorney.

DATED this 1st day of June, 1989.

RODERICK G. MCDOUGALL
City Attorney

by:



ACTING City Attorney



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. KR89-0895-TRD, is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 27th day of August, 1989.

ROBERT K. CORBIN
Attorney General

James R. Redman
Assistant Attorney General
Transportation Division